

**UNITED STATES DISTRICT COURT  
FOR THE WESTERN DISTRICT OF TEXAS  
WACO DIVISION**

ANNE J. FOWLER,

*Plaintiff*

v.

SYNCHRONY BANK

*Defendant.*

Case No. 6:18-cv-00291-ADA-JCM

**DECLARATION OF MARTHA KOEHLER**

I, Martha Koehler, declare as follows:

1. I am a Manager of Litigation Support employed by Synchrony Bank ("Synchrony"). My responsibilities include regularly providing research and support assistance for claims and litigation involving Synchrony. I have performed these responsibilities for Synchrony and its predecessors since 1994. The facts stated herein are true and correct and based upon my own personal knowledge and/or upon my personal review of Synchrony's business records pertinent to this matter. If called as a witness to testify, I could and would competently testify to the facts set forth herein.

2. Synchrony is a federal savings association that, among other things, issues credit card accounts to consumers.

3. Synchrony's charter home office is located at 170 Election Road, Draper, Utah.

4. My responsibilities include regularly accessing Synchrony's cardholder records, maintaining and compiling histories of cardholder terms and conditions, and investigating account records and transaction histories including communications to and from cardholders. I am familiar with the manner in which credit card account records and account agreements are maintained and the manner in which mailings are sent to Synchrony cardholders.

5. In the ordinary course of its regularly conducted business, Synchrony maintains electronic records related to each account. These records are made at or about the time of the events

**EXHIBIT A**

reflected in each record. Among other things, these records enable Synchrony to determine when an individual becomes a cardholder, if and when a cardholder's account becomes overdue, if and when debt collection activities commence on the account, and when cardholder agreements and changes in terms of cardholder agreements are sent to cardholders. Synchrony relies on these electronic records in the ordinary course of managing and servicing its cardholders' accounts.

6. Synchrony has a number of credit card programs, including a Walmart program under which it issues Walmart branded credit card accounts. This program, among other things, allows consumers to purchase various goods and services using their Walmart-branded credit cards. I have personally reviewed Synchrony's records pertaining to Plaintiff Anne J. Fowler and found that she was the accountholder for a Walmart-branded credit card account with an account number ending in 5469 issued by Synchrony Bank. My statements in this declaration regarding Ms. Fowler's Walmart credit card account are based on my personal review of these business records.

**Ms. Fowler Agreed to the Walmart Account Agreement**

7. Synchrony's records reflect that an application for a Walmart credit card account, in the name of Anne J. Fowler was submitted electronically from a mobile device on February 10, 2017.

8. On February 10, 2017, Synchrony approved Ms. Fowler's application and assigned the Walmart credit card account an account number ending in 5469 (the "Walmart Account").

9. On or about February 12, 2017, a Walmart credit card reflecting the Walmart Account number was mailed to the address she had provided on her application of 128 Private Road 21030, Whitney, TX 76692 (the "Home Address"), along with a copy of the complete Walmart Account Agreement. A true and correct copy of the Walmart Agreement is attached as **Exhibit 1**. It states: "This is an Agreement between you and Synchrony Bank .... for your credit card account shown above. By opening or using your account, you agree to the terms of the entire Agreement." Exhibit 1, at "Section III".

10. After the Walmart Account Agreement was sent to Ms. Fowler, she made purchases using the Walmart Account, received monthly billing statements, and made payments on the Walmart Account in response to the statements sent to the Home Address.

11. Ms. Fowler has made multiple purchases on the Walmart Account, followed by payments. For example, Ms. Fowler made a purchase of \$70.32 on March 8, 2017, followed by a payment of \$38.00 on May 13, 2017, among multiple other purchases and payments.

12. Synchrony has no record of any mail sent to the Home Address being returned by the U.S. Post Office.

13. The Walmart Agreement contains an arbitration provision which states, in part, “if either you or we make a demand for arbitration, you and we must arbitrate any dispute or claim between you or any other user of your account, and us, our affiliates, agents and/or Walmart Stores, Inc. if it relates to your account, except as noted below.” See Exhibit 1, “RESOLVING A DISPUTE WITH ARBITRATION.”

14. The Walmart Agreement provides Ms. Fowler with the right to “reject the arbitration provision,” by providing notice in accord with the requirements of the Agreement. Specifically, the Agreement permitted Ms. Fowler, if she wished to reject the arbitration provision, to send to Synchrony a notice of rejection of the provision at a specific address within sixty (60) days after applying for or opening the Account. See Exhibit 1, “RESOLVING A DISPUTE WITH ARBITRATION.”

15. As part of Synchrony’s regular activities in the ordinary course of business, Synchrony maintains a record of any correspondence received from its customers, including requests to reject (or “opt-out”) from the arbitration provision. A record of any such correspondence is noted in the cardholder’s account records. I have found no such record of a notice from Ms. Fowler exercising her right to reject the “Arbitration Provision” in the Agreement.

16. Ms. Fowler’s Agreement is expressly governed by a Utah choice-of-law provision which states:

This Arbitration section of your Agreement is governed by the Federal Arbitration

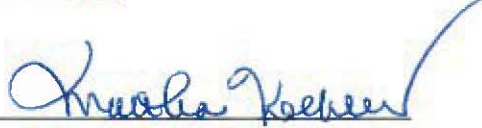
Act (FAA). Utah law shall apply to the extent state law is relevant under the FAA. The arbitrator's decision will be final and binding, except for any appeal right under the FAA. Any court with jurisdiction may enter judgment upon the arbitrator's award.

See Exhibit 1, "Governing Law for Arbitration."

17. As discussed above, the Walmart Account Agreement was sent with the credit card for the Walmart Account on or about February 12, 2017. The foregoing and subsequent monthly statements were sent by U.S. Mail to the Home Address provided for the Walmart Account by Ms. Fowler on her credit application from February 12, 2017 through present, with the most recent statement dated February 12, 2019.

18. I declare under penalty of perjury that the foregoing is true and correct.

Executed on this 11<sup>th</sup> day of March, 2019, at MERRIAM, Kansas.

  
**MARTHA KOEHLER**

# EXHIBIT 1

## SYNCHRONY BANK



**SECTION I: RATES AND FEES TABLE**  
**WALMART® CREDIT CARD ACCOUNT AGREEMENT**

Interest Rates and Interest Charges	
<b>Annual Percentage Rate (APR) for Purchases and Quick Cash Advances</b>	<b>23.15%</b> This APR will vary with the market based on the Prime Rate.
<b>How to Avoid Paying Interest</b>	Your due date is at least 23 days after the close of each billing cycle. We will not charge you any interest on purchases if you pay your entire balance by the due date each month.
<b>Minimum Interest Charge</b>	If you are charged interest, the charge will be no less than \$1.00.
<b>For Credit Card Tips from the Consumer Financial Protection Bureau</b>	<b>To learn more about factors to consider when applying for or using a credit card, visit the website of the Consumer Financial Protection Bureau at <a href="http://www.consumerfinance.gov/learnmore">http://www.consumerfinance.gov/learnmore</a>.</b>
Fees	
<b>Penalty Fees</b> • Late Payment	Up to <b>\$37</b>

**How We Will Calculate Your Balance:** We use a method called “daily balance”. See your credit card account agreement on page 2 for more details.

**Billing Rights:** Information on your rights to dispute transactions and how to exercise those rights is provided in your credit card account agreement on page 6.

## SECTION II: RATES, FEES AND PAYMENT INFORMATION

### WALMART® CREDIT CARD ACCOUNT AGREEMENT

#### How Interest is Calculated

<b>Your Interest Rate</b>	<p>The APR for purchases and quick cash advances is the prime rate plus 19.65%. We use a daily rate to calculate the interest on the balance on your account each day. The daily rate for purchases and quick cash advances is the APR times 1/365. As of November 1, 2016, the daily rate for purchases and quick cash advances was .06343% (APR 23.15%). Interest will be imposed in amounts or at rates not in excess of those permitted by applicable law.</p> <p><b>Daily Rates May Vary.</b> The APR and the daily rate on your account vary with the market based on the prime rate. The prime rate for a billing cycle is the highest bank prime loan rate published in <i>The Wall Street Journal</i> in its Money Rates section on the 15th day (or the next business day if the 15th day is not a business day) of the calendar month preceding the first day of the billing cycle.</p> <p>If the prime rate increases, the daily rate and APR will increase. As a result, interest, your total minimum payment and the number of payments it would take you to pay off your account balance may increase. We apply any change in rates because of a prime rate change to your entire account balance. A change in the prime rate will take effect on the first day of the first billing cycle after the change. We may select a new interest rate index if the prime rate is not available.</p>
<b>When We Charge Interest</b>	<p>We charge interest on your purchases from the date you make the purchase until you pay the purchase in full. See exceptions below.</p> <ul style="list-style-type: none"> <li>• We will not charge you interest during a billing cycle on any purchases if:             <ol style="list-style-type: none"> <li>1. You had no balance at the start of the billing cycle; OR</li> <li>2. You had a balance at the start of the billing cycle and you paid that balance in full by the due date in that billing cycle.</li> </ol> </li> <li>• We will credit, as of the start of the billing cycle, any payment you make by the due date that we allocate to purchases if:             <ol style="list-style-type: none"> <li>1. You had no balance at the start of the previous billing cycle; OR</li> <li>2. You had a balance at the start of the previous billing cycle and you paid that balance in full by the due date in the previous billing cycle.</li> </ol> </li> </ul>
<b>How We Calculate Interest</b>	<p>We figure the interest charge on your account separately for each balance type. We do this by applying the daily rate to the daily balance for each day in the billing cycle. A separate daily balance is calculated for the following balance types, as applicable: purchases and balances subject to different interest rates, plans or special promotions. See below for how this works.</p> <ol style="list-style-type: none"> <li>1. How to get the daily balance. We take the starting balance each day, add any new charges and fees, and subtract any payments or credits. This gives us the daily balance. Credit insurance premiums and debt cancellation fees, if any, are not included in the daily balance. Late payment fees are treated as new purchases.</li> <li>2. How to get the daily interest amount. We multiply each daily balance by the daily rate that applies.</li> <li>3. How to get the starting balance for the next day. We add the daily interest amount in step 2 to the daily balance from step 1.</li> <li>4. How to get the interest charge for the billing cycle. We add all the daily interest amounts that were charged during the billing cycle.</li> </ol> <p>We charge a minimum of \$1.00 of interest in any billing cycle in which you owe interest. This charge is added proportionately to each balance type.</p>

#### How Fees Work

<b>Late Payment Fee</b>	<p>We will charge this fee if we do not receive the total minimum payment due on your account by 5 p.m. (ET) on the due date. This fee is equal to:</p> <ol style="list-style-type: none"> <li>1. \$27, if you have paid your total minimum payment due by the due date in each of the prior six billing cycles.</li> <li>OR</li> <li>2. \$37, if you have failed to pay your total minimum payment due by the due date in any one or more of the prior six billing cycles.</li> </ol> <p>The late payment fee will not be more than the total minimum payment that was due.</p>
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#### Minimum Payment Calculation

Your total minimum payment is calculated as follows.

The greater of:

1. \$25, or \$35 (which includes any past due amounts) if you have failed to pay the total minimum payment due by the due date in any one or more of the prior six billing cycles.
- OR
2. The sum of:
  - a. Any past due amounts; PLUS
  - b. 1% of your new balance shown on your billing statement (excluding any balance in connection with a special promotional purchase with a unique payment calculation); PLUS
  - c. Any late payment fees charged in the current billing cycle; PLUS
  - d. All interest charged in the current billing cycle; PLUS
  - e. Any payment due in connection with a special promotional purchase with a unique payment calculation.

We round up to the next highest whole dollar in figuring your total minimum payment. Your total minimum payment will never be more than your new balance.

### Special Promotional Financing Offer Information

At times, we may offer you special financing promotions for certain transactions ("special promotions"). The terms of the agreement apply to any special promotions. However, any special promotional terms that are different than the terms in the agreement will be explained on promotional advertising or other disclosures provided to you. Below is a description of certain promotions that may be offered:

• No Interest For 6 Months	For each promotion, after the promotion ends, the variable Purchase APR that applies to your account when the promotional purchase is made will apply. At the time your account is opened, the variable Purchase APR is 23.15%. Your purchase APR will vary with the market based on the prime rate.
• No Interest For 12 Months	
• No Interest For 18 Months	
• No Interest For 24 Months	

When you make a qualifying purchase under one of these promotions, no interest will be assessed on the purchase during the promotional period, but minimum monthly payments are required. Regular account terms apply to non-promotional purchases and, after promotion ends, to your promotional purchases. Offers are subject to credit approval. These promotional offers may not be available at all times for all purchases. Please see any special promotion advertising or other disclosures provided to you for the full terms of any special promotion offered. In addition, the special promotions described below may be offered:

• No Interest if Paid in Full Within 6 Months	For each promotion, if the promotional balance is not paid in full within the promotional period, interest will be imposed from the date of purchase at the variable Purchase APR that applies to your account when the promotional purchase is made. At the time your account is opened, the variable Purchase APR is 23.15%. Your purchase APR will vary with the market based on the prime rate.
• No Interest if Paid in Full Within 12 Months	
• No Interest if Paid in Full Within 18 Months	
• No Interest if Paid in Full Within 24 Months	

When you make a qualifying purchase under one of these promotions, no interest will be assessed on the purchase if you pay the following (the "promotional balance") in full within the applicable promotional period: (1) the promotional purchase amount, and (2) any related optional credit insurance/debt cancellation charges. If you do not, interest will be assessed on the promotional balance from the date of the purchase. Minimum monthly payments are required. Some or all of the minimum payment based on the promotional balance may be applied to other account balances. Regular account terms apply to non-promotional purchases and, after promotion ends, to promotional purchases. Offers are subject to credit approval. These promotional offers may not be available at all times for all purchases. Please see any special promotion advertising or other disclosures provided to you for the full terms of any special promotion offered.

## SECTION III: STANDARD PROVISIONS WALMART® CREDIT CARD ACCOUNT AGREEMENT

### ABOUT THE CREDIT CARD ACCOUNT AGREEMENT

**This Agreement.** This is an Agreement between you and Synchrony Bank, 170 Election Road, Suite 125, Draper, UT 84020, for your credit card account shown above. By opening or using your account, you agree to the terms of the entire Agreement. The entire Agreement includes the four sections of this document and the application you submitted to us in connection with the account. These documents replace any other agreement relating to your account that you or we made earlier or at the same time.

**Parties To This Agreement.** This Agreement applies to each accountholder approved on the account and each of you is responsible for paying the full amount due, no matter which one uses the account. We may treat each of you as one accountholder and may refer to each of you as "you" or "your". Synchrony Bank may be referred to as "we", "us" or "our".

**Changes To This Agreement.** We may change, add or delete terms of this Agreement, including interest rates, fees and charges.

**Special Promotions.** The terms of this Agreement apply to any special promotion. However, any special promotional terms that are different than the terms in this Agreement will be explained on promotional advertising or other disclosures provided to you.

### HOW TO USE YOUR ACCOUNT/CARD

**Use Of Your Account.** You may use your account only for lawful personal, family or household purposes. You may use your account for purchases from Walmart locations. You may use your credit card to obtain cash loans ("quick cash advances") at participating Walmart owned registers (not at registers in leased departments) in Walmart stores. Each quick cash advance must be in increments of \$20.00, up to any limit we may set, and may only be obtained if you are making an approved purchase with your credit card. No more than one quick cash advance may be obtained on your account each day. Except as otherwise expressly provided in the Agreement or any applicable offer, a quick cash advance will be treated as a purchase.

**You Promise To Pay.** You promise to pay us for all amounts owed to us under this Agreement.

**Your Responsibility.** Each accountholder will receive a card. You may not allow anyone else to use your account. If you do, or if you ask us to send a card to someone else, you will be responsible for paying for all charges resulting from their transactions.

**Purchase Limits.** To prevent fraud, we may limit the number or dollar amount of purchases you can make in any particular amount of time. We also may decline any particular charge on your account for any reason.

**Credit Limit.** You will be assigned a credit limit and cash advance limit on your account that we may increase or decrease from time to time. If we approve a transaction that makes you go over your credit limit or your cash advance limit, we do not give up any rights under this Agreement and we do not treat it as an increase in either limit.

### HOW AND WHEN TO MAKE PAYMENTS

**When Payments Are Due.** You must pay at least the total minimum payment due on your account by 5 p.m. (ET) on the due date of each billing cycle. Payments received after 5 p.m. (ET) will be credited as of the next day. You may at any time pay, in whole or in part, the total unpaid balance without any additional charge for prepayment. If you have a balance subject to interest, earlier payment may reduce the amount of interest you will pay. We may delay making credit available on your account in the amount of your payment even though we will credit your payment when we receive it.

**Payment Options.** You can pay by mail, online or at a Walmart store. We may allow you to make payments over the phone but we will charge you a fee to make expedited phone payments. Your payment must be made in U.S. dollars by physical or electronic check, money order or a similar instrument from a bank located in the United States.

**How To Make A Payment.** You must follow the instructions for making payments provided on your billing statement. If you do not, credit of your payment may be delayed up to five days. Your billing statement also explains how information on your check is used.

**Payment Allocation.** We will apply the required total minimum payment to balances on your account using any method we choose. Any payment you make in excess of the required total minimum payment will be applied to higher APR balances before lower APR balances. Applicable law may require or permit us to apply excess payments in a different manner in certain situations, such as when your account has a certain type of special promotion.

## INFORMATION ABOUT YOU

**Using And Sharing Your Information.** When you applied for an account, you gave us and Wal-mart Stores, Inc. information about yourself that we could share with each other. Wal-mart Stores, Inc. will use the information in connection with the credit program and for things like creating and updating its records and offering you special benefits. More information about how we use and share information is set forth in the privacy policy for your account.

**Address/Phone Change.** You represent that any phone number that you provide to us belongs to you and/or that you are authorized to provide that number. You also agree to tell us right away if you change your address or any phone number.

**Consent To Communications.** You consent to us, as well as any other owner or servicer of your account, contacting you through any channel of communication and for any purpose, as permitted by applicable law. For informational, servicing or collection related communications, you agree that we may use the phone numbers that you provide to us to contact your cellular phone or wireless device with text messages, artificial or prerecorded voice calls, and calls made by an automatic telephone dialing system. This consent applies even if you are charged for the call under your plan. You are responsible for any charges that may be billed to you by your communications carrier when we contact you.

**Telephone Monitoring.** For quality control, you allow us to listen to and/or record telephone calls between you and us.

## IMPORTANT INFORMATION ABOUT YOUR ACCOUNT

**Closing Your Account.** You may close your account at any time by sending a letter to the address shown on your billing statement or calling customer service. We may close your account at any time, for any reason. If your account is closed, you must stop using it. You must still pay the full amount you owe and this Agreement will remain in effect until you do.

**Collection Costs.** If we ask an attorney who is not our salaried employee to collect your account, we may charge you our collection costs. These include court costs and reasonable attorneys' fees.

**Credit Bureau Reporting.** We may report information about your account to credit bureaus. Late payments, missed payments, or other defaults on your account may be shown in your credit report. Tell us if you think we reported wrong information about you to a credit bureau. Write to us at P.O. Box 965024, Orlando, FL 32896-5024. Tell us what information is wrong and why you think it is wrong. If you have a copy of the credit report that includes the wrong information, send us a copy.

**Default.** You are in default if you make a late payment, do not follow any other term of this Agreement or become bankrupt or insolvent. If you default or upon your death, we may (a) request payment of the full amount due right away, (b) take legal action to collect the amounts owed, and/or (c) take any other action allowed.

**Disputed Amounts. The billing rights summary in section IV of this Agreement describes what to do if you think there is a mistake on your bill. If you send us correspondence about a disputed amount or payment, you must send it to the address for billing inquiries. We do not give up any rights under this Agreement if we accept a payment marked "payment in full" or given with any other conditions or limitations.**

**Unauthorized Use.** If your card is lost, stolen or used without your consent, call us immediately at 1-877-294-7880. You will not be liable for unauthorized use on your account, but you will be responsible for all use by anyone you give your card to or allow to use your account.

## IMPORTANT INFORMATION ABOUT THIS AGREEMENT

**Assignment.** We may sell, assign or transfer any or all of our rights or duties under this Agreement or your account, including our rights to payments. We do not have to give you prior notice of such action. You may not sell, assign or transfer any of your rights or duties under this Agreement or your account.

**Enforceability.** If any part of this Agreement is found to be void or unenforceable, all other parts of this Agreement will still apply.

**Governing Law.** Except as provided in the Resolving a Dispute with Arbitration section, this Agreement and your account are governed by federal law and, to the extent state law applies, the laws of Utah without regard to its conflicts of law principles. This Agreement has been accepted by us in Utah.

**Waiver.** We may give up some of our rights under this Agreement. If we give up any of our rights in one situation, we do not give up the same right in another situation.

## RESOLVING A DISPUTE WITH ARBITRATION

**PLEASE READ THIS SECTION CAREFULLY. IF YOU DO NOT REJECT IT, THIS SECTION WILL APPLY TO YOUR ACCOUNT, AND MOST DISPUTES BETWEEN YOU AND US WILL BE SUBJECT TO INDIVIDUAL ARBITRATION. THIS MEANS THAT: (1) NEITHER A COURT NOR A JURY WILL RESOLVE ANY SUCH DISPUTE; (2) YOU WILL NOT BE ABLE TO PARTICIPATE IN A CLASS ACTION OR SIMILAR PROCEEDING; (3) LESS INFORMATION WILL BE AVAILABLE; AND (4) APPEAL RIGHTS WILL BE LIMITED.**

### • What claims are subject to arbitration

1. If either you or we make a demand for arbitration, you and we must arbitrate any dispute or claim between you or any other user of your account, and us, our affiliates, agents and/or Wal-mart Stores, Inc. if it relates to your account, except as noted below.
2. We will not require you to arbitrate: (1) any individual case in small claims court or your state's equivalent court, so long as it remains an individual case in that court; or (2) a case we file to collect money you owe us. However, if you respond to the collection lawsuit by claiming any wrongdoing, we may require you to arbitrate.
3. Notwithstanding any other language in this section, only a court, not an arbitrator, will decide disputes about the validity, enforceability, coverage or scope of this section or any part thereof (including, without limitation, the next paragraph of this section and/or this sentence). However, any dispute or argument that concerns the validity or enforceability of the Agreement as a whole is for the arbitrator, not a court, to decide.

### • No Class Actions

**YOU AGREE NOT TO PARTICIPATE IN A CLASS, REPRESENTATIVE OR PRIVATE ATTORNEY GENERAL ACTION AGAINST US IN COURT OR ARBITRATION. ALSO, YOU MAY NOT BRING CLAIMS AGAINST US ON BEHALF OF ANY ACCOUNTHOLDER WHO IS NOT AN ACCOUNTHOLDER ON YOUR ACCOUNT, AND YOU AGREE THAT ONLY ACCOUNTHOLDERS ON YOUR ACCOUNT MAY BE JOINED IN A SINGLE ARBITRATION WITH ANY CLAIM YOU HAVE.**

If a court determines that this paragraph is not fully enforceable, only this sentence will remain in force and the remainder will be null and void, and the court's determination shall be subject to appeal. This paragraph does not apply to any lawsuit or administrative proceeding filed against us by a state or federal government agency even when such agency is seeking relief on behalf of a class of borrowers, including you. This means that we will not have the right to compel arbitration of any claim brought by such an agency.

### • How to start an arbitration, and the arbitration process

1. The party who wants to arbitrate must notify the other party in writing. This notice can be given after the beginning of a lawsuit or in papers filed in the lawsuit. Otherwise, your notice must be sent to Synchrony Bank, Legal Operation, P.O. Box 29110, Shawnee Mission, KS 66201-5320, ATTN: ARBITRATION DEMAND. The party seeking arbitration must select an arbitration administrator, which can be either the American Arbitration Association (AAA), 1633 Broadway, 10th Floor, New York, NY 10019, [www.adr.org](http://www.adr.org), 1-800-778-7879, or JAMS, 620 Eighth Avenue, 34th Floor,

New York, NY 10018, www.jamsadr.com, 1-800-352-5267. If neither administrator is able or willing to handle the dispute, then the court will appoint an arbitrator.

2. If a party files a lawsuit in court asserting claim(s) that are subject to arbitration and the other party files a motion with the court to compel arbitration, which is granted, it will be the responsibility of the party asserting the claim(s) to commence the arbitration proceeding.
3. The arbitration administrator will appoint the arbitrator and will tell the parties what to do next. The arbitrator must be a lawyer with at least ten years of legal experience. Once appointed, the arbitrator must apply the same law and legal principles, consistent with the FAA, that would apply in court, but may use different procedural rules. If the administrator's rules conflict with this Agreement, this Agreement will control.
4. The arbitration will take place by phone or at a reasonably convenient location. If you ask us to, we will pay all the fees the administrator or arbitrator charges, as long as we believe you are acting in good faith. We will always pay arbitration costs, as well as your legal fees and costs, to the extent you prevail on claims you assert against us in an arbitration proceeding which you have commenced.

• **Governing Law for Arbitration**

This Arbitration section of your Agreement is governed by the Federal Arbitration Act (FAA). Utah law shall apply to the extent state law is relevant under the FAA. The arbitrator's decision will be final and binding, except for any appeal right under the FAA. Any court with jurisdiction may enter judgment upon the arbitrator's award.

• **How to reject this section**

**You may reject this Arbitration section of your Agreement. If you do that, only a court may be used to resolve any dispute or claim. To reject this section, you must send us a notice within 60 days after you open your account or we first provided you with your right to reject this section. The notice must include your name, address and account number, and must be mailed to Synchrony Bank, P.O. Box 965012, Orlando, FL 32896-5012. This is the only way you can reject this section.**

## **SECTION IV: OTHER IMPORTANT INFORMATION**

### **WALMART® CREDIT CARD ACCOUNT AGREEMENT**

#### **STATE NOTICES**

**NEW JERSEY RESIDENTS:** Certain provisions of this Agreement are subject to applicable law. As a result, they may be void, unenforceable or inapplicable in some jurisdictions. None of these provisions, however, is void, unenforceable or inapplicable in New Jersey.

**NEW YORK RESIDENTS:** This Agreement will not become effective unless and until you or an authorized user signs a sales slip or memorandum evidencing a purchase or lease of property or services or the payment of a fine by use of your credit card and prior thereto you will not be responsible for any purchase or lease of property or services by use of your credit card after its loss or theft.

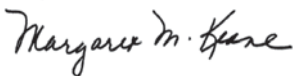
**TENNESSEE RESIDENTS:** This Agreement will not become effective unless and until we have (1) provided the disclosures required pursuant to the federal Truth in Lending Act, (2) you or an authorized user uses the account, and (3) we extend credit to you for that transaction on your account.

**WISCONSIN RESIDENTS:** No provision of a marital property agreement, a unilateral statement under sec. 766.59, Wis. Stats., or a court decree under sec. 766.70, Wis. Stats., adversely affects the interest of the creditor unless the creditor, prior to the time credit is granted, is furnished a copy of the agreement, statement or decree or has actual knowledge of the adverse provision when the obligation to the creditor is incurred. **Married residents of Wisconsin applying for an individual account must give us the name and address of their spouse if the spouse also is a Wisconsin resident, regardless of whether the spouse may use the card. Please provide this information to us at P.O. Box 965022, Orlando, FL 32896-5022.**

**PUERTO RICO RESIDENTS:** You may request a copy of this Agreement in Spanish.

**Your signature on the application or sales slip (or online screen) for the initial purchase approved on this account represents your signature on this Agreement. It is incorporated herein by reference.**

**We have signed this Agreement as follows:**



Margaret Keane  
President and CEO  
Synchrony Bank

## YOUR BILLING RIGHTS SUMMARY

*Your Billing Rights: Keep this Document for Future Use*

This notice tells you about your rights and our responsibilities under the Fair Credit Billing Act.

### *What To Do If You Find A Mistake On Your Statement*

If you think there is an error on your statement, write to us at:

Synchrony Bank  
P.O. Box 965023  
Orlando, FL 32896-5023

In your letter, give us the following information:

- *Account information:* Your name and account number.
- *Dollar amount:* The dollar amount of the suspected error.
- *Description of problem:* If you think there is an error on your bill, describe what you believe is wrong and why you believe it is a mistake.

You must contact us:

- Within 60 days after the error appeared on your statement.
- At least 3 business days before an automated payment is scheduled, if you want to stop payment on the amount you think is wrong.

You must notify us of any potential errors *in writing*. You may call us, but if you do we are not required to investigate any potential errors and you may have to pay the amount in question.

### *What Will Happen After We Receive Your Letter*

When we receive your letter, we must do two things:

1. Within 30 days of receiving your letter, we must tell you that we received your letter. We will also tell you if we have already corrected the error.
2. Within 90 days of receiving your letter, we must either correct the error or explain to you why we believe the bill is correct.

While we investigate whether or not there has been an error:

- We cannot try to collect the amount in question, or report you as delinquent on that amount.
- The charge in question may remain on your statement, and we may continue to charge you interest on that amount.
- While you do not have to pay the amount in question, you are responsible for the remainder of your balance.
- We can apply any unpaid amount against your credit limit.

After we finish our investigation, one of two things will happen:

- *If we made a mistake:* You will not have to pay the amount in question or any interest or other fees related to that amount.
- *If we do not believe there was a mistake:* You will have to pay the amount in question, along with applicable interest and fees. We will send you a statement of the amount you owe and the date payment is due. We may then report you as delinquent if you do not pay the amount we think you owe.

If you receive our explanation but still believe your bill is wrong, you must write to us within *10 days* telling us that you still refuse to pay. If you do so, we cannot report you as delinquent without also reporting that you are questioning your bill. We must tell you the name of anyone to whom we reported you as delinquent, and we must let those organizations know when the matter has been settled between us.

If we do not follow all of the rules above, you do not have to pay the first \$50 of the amount you question even if your bill is correct.

### *Your Rights If You Are Dissatisfied With Your Credit Card Purchases*

If you are dissatisfied with the goods or services that you have purchased with your credit card, and you have tried in good faith to correct the problem with the merchant, you may have the right not to pay the remaining amount due on the purchase.

To use this right, all of the following must be true:

1. The purchase must have been made in your home state or within 100 miles of your current mailing address, and the purchase price must have been more than \$50. (Note: Neither of these are necessary if your purchase was based on an advertisement we mailed to you, or if we own the company that sold you the goods or services.)
2. You must have used your credit card for the purchase. Purchases made with cash advances from an ATM or with a check that accesses your credit card account do not qualify.
3. You must not yet have fully paid for the purchase.

If all of the criteria above are met and you are still dissatisfied with the purchase, contact us in writing at:

Synchrony Bank  
P.O. Box 965023  
Orlando, FL 32896-5023

While we investigate, the same rules apply to the disputed amount as discussed above. After we finish our investigation, we will tell you our decision. At that point, if we think you owe an amount and you do not pay, we may report you as delinquent.

## Walmart Credit Card and Walmart Mastercard® Rewards Program

Subject to the Terms set forth below, you are eligible to receive a reward ("Reward") on purchases made with the Walmart Credit Card or the Walmart Mastercard®. By participating in the Walmart Credit Card or Walmart Mastercard Rewards Program (the "Rewards Program"), you hereby agree to be bound by these Terms.

- 1. Qualifying for Rewards.** The Rewards Program is automatically available for your Walmart Credit Card or Walmart Mastercard account (your "Account"), if it is open, in good standing and not past due at the time statement credits are issued. Rewards are earned in the form of a statement credit by making purchases using your Account where the cards are accepted. Cash Advances, Quick Cash Advances, interest charges, purchases receiving an Account opening discount, purchases on special financing and fees do not qualify for Rewards. A single purchase cannot earn Rewards in more than one category (i.e., a fuel purchase made at a Walmart® gas station does not earn both 2% (for a fuel purchase) and 1% (for a Walmart purchase) on the same transaction). Returns and adjustments made to your Account will result in a reduction/adjustment of accrued Rewards.
- 2. Issuance of Statement Credits.** For every dollar in net purchases (merchandise purchased minus returns and adjustments) charged to your Account, you will accrue a potential Reward of either: 3% back for purchases made on Walmart.com (including Grocery Pick Up and Instore Pick Up), 2% back on fuel purchases made at Walmart® or Murphy USA® gas stations or 1% back on all other purchases (including non-fuel purchases at Walmart and Murphy USA gas stations) made wherever the Walmart Credit Card or Walmart Mastercard are accepted (including purchases made in Walmart® stores, Neighborhood Market® and Sam's Club®). Purchases made with the Walmart Mastercard® on SamsClub.com will earn 1% back as with all other (non-Walmart) online purchases. Statement credits will be issued monthly for Rewards earned on purchases posted within that month. After a statement credit is issued, your Reward balance will return to zero (\$0). If your account is past due, you will not receive a statement credit until it is brought current. If your Account is two payments past due, any Rewards accrued and not credited to your Account will be forfeited. Once the Account is brought back to good standing, the Account is once again eligible to begin accruing Rewards and receiving statement credits. Rewards that were forfeited during the time of delinquency will not be credited to the Account even when an Account returns to good standing.
- 3. Other Conditions.** You acknowledge that the Rewards and any statement credits issued are purely promotional and are provided without the payment of any consideration or other thing of value. Unless and until you receive a statement credit in accordance with these Terms, no right, title, or interest in the Rewards or a statement credit has been earned. Statement credits earned on an Account are forfeited upon the closing of your Account. We reserve the right to remove any person from the Rewards Program in the event of any fraud or abuse in connection with this Rewards Program. We reserve the right to change or terminate this Rewards Program at any time and in any manner without notice (including the right to expire or eliminate any accrued Rewards or adjust the percentage of Rewards earned for each dollar in net purchases charged to an Account). No statement credit will be issued or redeemed after termination of the Rewards Program.

